

Electronically Recorded

Official Public Records

Tarrant County Texas

2008 Dec 10 03:50 PM

Fee: \$ 20.00

D208451729

Suzanne Henderson

GAS AND MINERAL LEASE

Submitter: SIMPLIFILE 2 Pages

Suzanne Henderson

WHEREAS, Dudley D. Jones, a married man, hereinafter referred to as "Lessor" (whether one or more), heretofore executed an Oil, Gas and Mineral Lease, dated August 9th, 2006, recorded in Document #D206299749 of the Tarrant County Deed Records, hereinafter referred to as "the Lease", whereby Lessor leased certain lands described therein to XTO Energy, Inc., hereinafter referred to as "Lessee".

WHEREAS, Paragraph 19 of the Lease Addendum reads as follows:

"Anything in the lease to the contrary notwithstanding units pooled for a vertical well shall include no more than forty acres. Units pooled for a horizontal well shall include no more than forty acres plus the additional acreage listed in the tables in Statewide Rule 86 of the Texas Railroad Commission using the table for additional acreage assignment which would be applicable to the minimum well density permitted for a vertical well producing from the same formation. As used in this lease, the term "horizontal well" means one that meets the definition of a horizontal drainhole well under Statewide Rule 86 of the Texas Railroad Commission, and a "vertical well" is a well that is not a horizontal well. In the event lands covered by this lease are pooled, all such lands covered by this lease shall be included in such unit."

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by the Lessee or its assigns, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby amend the Lease by deleting, striking, omitting Paragraph 19 of the Lease Addendum.

AND, for the same consideration recited above, I, or we, the undersigned, jointly and severally, do hereby, adopt, ratify and confirm the Lease, and all of its provisions, and the above referenced Oil, Gas and Mineral Lease, except as herein amended, and do hereby grant, lease, and let, to the Lessee therein or its successors and assigns, any and all interest which I, or we, now have, or may hereafter acquire, either by conveyance, devise, inheritance, or operation of law, and whether, vested, expectant, contingent or future, in and to the lands described therein, in accordance with each and all of the provisions contained in the Lease and as amended hereby, and the undersigned hereby declare that the Lease and all of its provisions are binding on the undersigned and is a valid and subsisting Oil, Gas, and Mineral Lease and this agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the undersigned.

This instrument may be executed as one document signed by all parties or this instrument may be executed in multiple counterparts, with the same force and effect as if all parties executed the same instrument. One original of this document with a signature page and acknowledgment page for each of the undersigned attached thereto shall be deemed to constitute one instrument for recordation in the Deed Records of Tarrant County, Texas.

This instrument is dated and executed this 4th day of December 2008 and effective August 9th, 2006.

LESSOR:

Dudley D Jones mn
Dudley D. Jones

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 4th day of December, 2008,
by Dudley D. Jones.

Notary Signature:

Printed Name:

Notary Public, State of

My Commission Expires:

[Signature]
Linda H Moore
Texas
10/12/09

